

09-10-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



102545408

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Orion Instruments, LLC

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 9/4/2003

2. Name and address of receiving party(ies)

Name: LaSalle Bank National Association

Internal

Address:

Street Address: 135 South LaSalle Street

City: Chicago State: IL Zip: 60603

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other national banking association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/373,103

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Gina Allomong

Internal Address: Sachnoff & Weaver, Ltd.

Street Address: 30 South Wacker Drive, 29th Floor

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

2003 SEP - 5 AM 9:34 SPR/FINANCE

9. Signature.

Gina Allomong

Name of Person Signing

Signature

Signature

September 5, 2003

Date

Total number of pages including cover sheet, attachments, and document: 13

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is dated for reference purposes only as of September 4, 2003, by and between Magnetrol International, Incorporated, a Delaware corporation, Introtek International, L.P., a Delaware limited partnership, STI Controls, L.P., a Delaware limited partnership, Solutions With Innovation LLC, a Delaware limited liability company and Orion Instruments, LLC, a Delaware limited liability company (collectively, the "**Borrower**") with their principal places of business at 5300 Belmont Road, Downers Grove, Illinois 60515, and LaSalle Bank National Association, a national banking association, with its principal place of business at 135 South LaSalle Street, Chicago, Illinois 60603 ("**Bank**").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Loan and Security Agreement dated for reference purposes only as of even date herewith by and between Borrower and Bank (the "**Loan Agreement**"), Bank has, subject to the satisfaction of certain conditions precedent, agreed to lend monies and/or make advances, extensions of credit and other financial accommodations (collectively, the "**Loans**") to, on behalf or for the benefit of Borrower; and

WHEREAS, Bank has required as a condition, among others, to the making of the Loans to Borrower, in order to secure the prompt and complete payment, observance and performance of all of the Secured Obligations, that the Borrower execute and deliver this Agreement to Bank.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Defined Terms. Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.
2. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.
3. Security Interest in Trademarks and Licenses. To secure a prompt, complete and timely payment, performance and satisfaction of all of the Secured Obligations, Borrower hereby grants to Bank, for the benefit of Bank, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Borrower's now owned or existing or hereafter acquired or arising:

108725/0067/592846/Version #:6

(a) trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks, domain names and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks, domain names and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements or dilutions thereof, (iv) the goodwill of Borrower's business symbolized by the foregoing and connected therewith and (v) all of Borrower's rights corresponding thereto throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); and

(b) rights under or interests in any trademark license agreements or service mark license agreements with any other party in connection with any of the Trademarks or such other party's Trademarks and registered trademarks, trademark applications, service marks, registered service marks, service mark applications, trade names and trade styles, whether Borrower is a licensor or licensee under any such license agreement, including without limitation, those license agreements listed on Schedule B attached hereto and made a part hereof, and the right, upon the occurrence and during the continuation of an Event of Default, to prepare and sell any and all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses, and all books and all records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) pertaining to any of the foregoing (all of the foregoing are hereinafter referred to collectively as the "**Licenses**"), in each case to the maximum extent such rights or interests may be collaterally assigned without violating the provisions of any such agreements.

4. New Trademarks and Licenses. Borrower hereby represents and warrants to Bank that (i) Schedule A sets forth all of the registered Trademarks and domain names owned by Borrower as of the date of this Agreement, (ii) Schedule B sets forth all of the Licenses held by Borrower as of the date of this Agreement and (iii) no other liens, claims or security interests have been granted by Borrower to any other Person in such Trademarks and Licenses. Borrower hereby agrees that if, prior to the termination of this Agreement, Borrower shall obtain rights to any new Trademarks, file any application for registration thereof, become entitled to the reissue, division, continuation, renewal, extension or continuation-in-part of any Trademark or Licenses, or enter into any new License, then (i) the provisions of this Agreement shall automatically apply thereto, (ii) Borrower shall promptly furnish written notice thereof to Bank together with information sufficient to permit Bank, upon its receipt of such notice, to modify this Agreement, as appropriate, by amending Schedules A and B and (iii) Borrower shall execute and deliver, with regard to any Trademarks, any agreements, instruments and documents that Bank may reasonably request from time to time to further effect and confirm the assignment and grant of security interest created by this Agreement in such

Trademarks, and Borrower hereby appoints Bank, at all times during the continuance of an Event of Default, its attorney-in-fact to execute, deliver and record any and all such agreements, instruments and documents for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed and such power, being coupled with an interest, shall be irrevocable for so long as this Agreement shall be in effect with respect to Borrower.

5. Royalties. Borrower hereby agrees that the use by Bank of the Trademarks and Licenses as authorized hereunder shall be coextensive with the Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Bank to Borrower.

6. Termination of Bank's Security Interest. This Agreement is made for collateral security purposes only. Upon payment in full of all of the Secured Obligations and termination of the Loan Agreement, this Agreement shall terminate. Following such termination, Bank shall, upon the request of Borrower, execute a written release confirming the termination and any and all other documents reasonably requested by Borrower or the United States Patent and Trademark Office or any similar office or agency in any state, province or county, in connection with such termination.

7. Duties of the Borrower. Borrower shall (i) prosecute diligently any Trademark or service mark application, if any, that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) make application on registrable trademarks or service marks as Borrower deems appropriate, and (iii) take all reasonable steps to preserve and maintain all of Borrower's rights in the Trademarks and Licenses whether now existing or hereafter acquired or arising, including, without limitation, making timely filings with the United States Patent and Trademark Office or any similar office or agency in any state, province or country or renewals and extensions and diligently monitoring unauthorized use hereof.

8. Bank's Right to Sue. After the occurrence and during the continuation of an Event of Default, Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks or Licenses and, if the Bank shall commence any such suit, Borrower shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement. Borrower shall, upon demand, promptly reimburse Bank for all Costs incurred by Bank in the exercise of such enforcement (including, without limitation, reasonable attorneys' fees).

9. Waivers. No course of dealing between Borrower and Bank and no failure or delay on the part of Bank to exercise, or delay in exercising, any right, power or privilege hereunder, under the Loan Agreement or under any other agreement, shall operate as a waiver of any of Banks' rights, powers or partial exercise of any right, power or privilege hereunder, under the Loan Agreement or under any other agreement.

10. Modification. This Agreement may not be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by Borrower and Bank.

11. Cumulative Remedies; Power of Attorney. All of the rights and remedies of Bank with respect to the Trademarks or Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. After the occurrence and during the continuance of an Event of Default, Borrower hereby appoints Bank and all Persons as Bank may designate, in its sole and absolute discretion, as Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower or otherwise, to take any action and to execute any instrument which Bank may deem reasonably necessary or advisable to accomplish the purposes of this Agreement. Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Secured Obligations shall have been paid in full and all financing arrangements between Bank and Borrower shall have been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement or any of the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or Licenses may be located or deemed located.

12. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to Bank, for the benefit of Bank, and its nominees. Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Borrower. Borrower shall not assign its obligations hereunder without Bank's prior written consent.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) and decisions of the State of Illinois. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held invalid or prohibited under applicable law, such provision shall be ineffective only to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

14. Notices. All notices or other communications required or desired to be served, given or delivered hereunder shall be served, given or delivered and shall be deemed to have been validly served, given or delivered in accordance with Section 12.22 of the Loan Agreement.

15. Duty of Bank. Bank shall not be liable for any actions, omissions, errors of judgment or mistakes of fact or law with respect to the Trademarks or Licenses except as a result of the gross negligence or willful misconduct of Bank. Without limiting the

generality of the foregoing, Bank shall not be under any obligation to take any action necessary to preserve rights in the Trademarks or Licenses against any other Persons but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of Borrower and added to the Secured Obligations secured hereby.

16. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties hereby have duly executed this Trademark Security Agreement, dated for reference purposes only as of the date first above written.

Magnetrol International, Incorporated

By: Jeffrey Hallen

Title: Corporate Secretary

Introtek International, L.P.

By: Magnetrol Management, Inc., General Partner

By: Richard Lewis

Title: Executive Vice President

STI Controls, L.P.

By: Magnetrol Management, Inc., General Partner

By: Richard Lewis

Title: Executive Vice President

Solutions With Innovation LLC

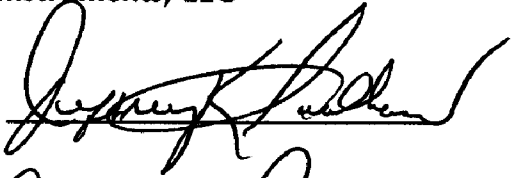
By: Jeffrey Hallen

Title: Corporate Secretary

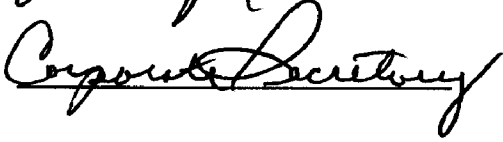
108725/0067/592846/Version #:6

Orion Instruments, LLC

By:



Title:



LaSalle Bank National Association

By: _____

Title: _____

108725/0067/592846/Version #:6


TRADEMARK
REEL: 002819 FRAME: 0172

Orion Instruments, LLC

By: _____

Title: _____

LaSalle Bank National Association

By: 
Sean P. Silver

Title: Vice President

108725/0067/592846/Version #:6

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

1. Registered U.S. Trademarks

GRANTOR	MARK	REGISTRATION NO.	REGISTRATION DATE
Magnetrol	Echotel	1,153,773	05/12/81
Magnetrol	Eclipse	2,645,996	11/05/02
Magnetrol	Jupiter	2,602,805	07/30/02
Magnetrol	Kotron	1,611,045	08/28/90
Magnetrol	Magneseal	2,443,169	04/10/01
Magnetrol	Magnetel	2,087,978	08/12/97
Magnetrol	Magnetrol	1,236,112	05/03/83
Magnetrol	Microtel	2,244,841	05/11/99
Magnetrol	Modulevel	690,220	12/22/59
Magnetrol	Proof-er	1,360,369	09/17/85
Magnetrol	Smart Ez Modulevel	2,400,473	10/31/00
Magnetrol	Solitel	2,251,640	06/08/99
Magnetrol	Stylized Logo Design	1,677,467	03/03/92
Magnetrol	Thermatel	1,851,350	08/30/94
Magnetrol	Trident	2,243,030	05/04/99
Magnetrol	Tuffy	1,360,368	09/17/85
Magnetrol	Versaloop	1,513,430	11/22/88
Introtek	Introlevel	1,280,568	06/05/84
Introtek	Introtek	1,280,567	06/05/84

2. Foreign Registered Trademarks

GRANTOR	COUNTRY	MARK	REGISTRATION NO.	REGISTRATION DATE
Magnetrol	Argentina	M Logo	1,455,541	07/30/93
Magnetrol	Argentina	Magnetrol	1,022,308	06/01/81
Magnetrol	Argentina	Magnetrol	1,022,306	04/07/71
Magnetrol	Argentina	Magnetrol and M Logo	1,410,112	12/31/92
Magnetrol	Australia	Magnetrol	A338,718	09/23/82
Magnetrol	Benelux	Echotel	408,284	10/29/85
Magnetrol	Benelux	Kotron	408,285	07/04/86
Magnetrol	Benelux	Magnetrol	348,213	04/27/78
Magnetrol	Brazil	Magnetrol	817,877,428	06/02/98
Magnetrol	Brazil	Magnetrol Logo	816,252,335	07/04/95
Magnetrol	Canada	Echotel	313,140	04/11/86
Magnetrol	Canada	Kotrol	322,584	01/09/87
Magnetrol	Canada	M Logo (Stripes & Design)	409,083	03/05/93
Magnetrol	Canada	Magnetrol	393,328	01/24/92

108725/0067/592846/Version #:7

GRANTOR	COUNTRY	MARK	REGISTRATION NO.	REGISTRATION DATE
Magnetrol	Canada	Magnetrol	121,974	04/28/61
Magnetrol	China	Magnetrol Int. Inc.	257,438	07/30/86
Magnetrol	European Community	Echotel	167,726	09/18/98
Magnetrol	European Community	Kotron	167,734	12/22/00
Magnetrol	European Community	Magnetrol	167,759	09/18/98
Magnetrol	European Community	Modulevel	198,861	07/10/98
Magnetrol	European Community	Solitel	332,122	01/27/99
Magnetrol	European Community	Stylized Logo	167,692	08/21/98
Magnetrol	European Community	Thermatel	332,106	01/27/99
Magnetrol	European Community	Trident	320,838	01/27/99
Magnetrol	European Community	Tuffy	320,895	01/27/99
Magnetrol	France	Magnetrol	1,619,401	10/05/90
Magnetrol	France	Magnetrol	1,313,287	06/19/60
Magnetrol	Germany	Magnetrol	39,537,291	04/16/96
Magnetrol	Hong Kong	Magnetrol	966	04/14/82
Magnetrol	India	Magnetrol	360647	04/14/80
Magnetrol	India	Sonex	660005	03/01/95
Magnetrol	International Registration	Magnetrol	R223,058	08/22/59
Magnetrol	Ireland	Magnetrol	78,709	05/01/73
Magnetrol	Italy	Magnetrol	401,427	05/09/63
Magnetrol	Japan	Magnetrol	1,626,990	10/27/83
Magnetrol	Japan	Magnetrol	610,636	05/07/63
Magnetrol	Japan	Magnetrol	1,590,347	05/26/83
Magnetrol	Korea, South	Magnetrol	76,841	06/26/81
Magnetrol	Malaysia	Corporate Logo	95/06123	03/11/98
Magnetrol	Malaysia	Magnetrol	95/06122	02/27/98
Magnetrol	Mexico	Magnetrol	210,355	02/08/78
Magnetrol	New Zealand	Magnetrol	134,826	05/25/83
Magnetrol	Singapore	Magnetrol	T81/01339J	01/12/85
Magnetrol	South Africa	Magnetrol	80/7097	11/12/82
Magnetrol	Sweden	Magnetrol	100,499	06/30/61
Magnetrol	Taiwan	Magnetrol	164,572	11/30/81
Magnetrol	United Kingdom	Echotel	B1,239,265	07/10/87

108725/0067/592846/Version #.:7

GRANTOR	COUNTRY	MARK	REGISTRATION NO.	REGISTRATION DATE
Magnetrol	United Kingdom	Kotron	1,239,266	04/24/87
Magnetrol	United Kingdom	Magnetrol	806,633	06/01/60
Magnetrol	Venezuela	Magnetrol	116,911-F	04/18/86
Magnetrol	Venezuela	Magnetrol Logo	F-164549	08/19/94

3. Pending U.S. Trademarks

GRANTOR	MARK	APPLICATION NO.	FILING DATE
Magnetrol	Horizon	76/465,241	11/07/02
Magnetrol	Innovative Fusion	76/465,243	11/07/02
Magnetrol	Innovative Solutions	76/465,242	11/07/02
Magnetrol	Pulsar	76/455,914	10/03/02
Magnetrol	Super Vision	76/272,210	06/14/01
Introtek	Introtek & Design	76/439,653	08/08/02
Orion	Orion Instruments & Design	76/373,103	02/20/02
STI	STI and Design	76/463,510	11/04/02

4. Pending Foreign Trademarks

GRANTOR	COUNTRY	MARK	APPLICATION NO.	APPLICATION DATE
Magnetrol	India	Echotel	660017	03/01/95
Magnetrol	India	Kotron	660018	03/01/95
Magnetrol	India	Magnetel	660014	03/01/95
Magnetrol	India	Modulevel	660013	03/01/95
Magnetrol	India	Proof-er	660012	03/01/95
Magnetrol	India	Smart Ez	660015	03/01/95
Magnetrol	India	Smart Ez Modulevel	660016	03/01/95
Magnetrol	India	Stylized Logo Design	66020	03/01/95
Magnetrol	India	Thermatel	660011	03/01/95
Magnetrol	India	Tuffy	660021	03/01/95
Magnetrol	Venezuela	Magnetrol Logo	18.842-91	09/18/81

108725/0067/592846/Version #..7

**SCHEDULE B
TO
TRADEMARK SECURITY AGREEMENT**

Licenses

None.

108725/0067/592846/Version #:7

RECORDED: 09/05/2003

**TRADEMARK
REEL: 002819 FRAME: 0177**